

LIZELM TRADING BROWSER TERMS

("Browser Terms")

LIZELM TRADING (PTY) LTD (REGISTRATION NUMBER: 2023/648683/07)

("Lizelm Trading", "Us", "We" "Our")

IMPORTANT – PLEASE READ THESE TERMS CAREFULLY WHEN USING OR ACCESSING OUR WEBSITE ("LIZELM TRADING").

1. BROWSER TERMS

What are these Browser Terms?

- 1.1. These are the Terms that regulate your use of our Website, and our relationship with you ("You"). They create a legally binding contract between us, as soon as they apply.
- 1.2. This is not an exhaustive list, but these Browser Terms apply when you browse, use, 'surf', share, post and or comment on our Website and purchase our Goods.

2. THE GOAL OF THESE BROWSER TERMS

- 2.1. We will have no obligations to you whatsoever, and we will not be liable at all for any liability, damage or loss resulting from your use or inability to use our Website. You should not act in a way that relies on any information on our Website. You use our Website at your own risk.

3. OUR WEBSITE

- 3.1. Our Website is found at www.lizelm.co.za.

4. EFFECTIVE DATE

- 4.1. These Browser Terms will apply and become effective if you access or use our Website. Don't use our Website if you don't absolutely agree to these Browser Terms, as you can only use our Website on these Browser Terms.

5. PRIVACY POLICY AND COMMERCIAL TERMS

- 5.1. There are other terms that are applicable to your use of our Website. A privacy policy can be found at <[Privacy Policy](#)> on our Website. A return policy can be found at <[Return Policy](#)> on our Website. The Commercial Terms become applicable when you purchase Goods through our Website, found at www.lizelm.co.za.
- 5.2. If there is a conflict between these Terms and the Commercial Terms, the Commercial Terms will apply.

6. CHANGES TO OUR WEBSITE AND/OR THESE TERMS

- 6.1. We have the sole and unfettered right (as far as the law allows) to suspend, change or add to our Website, and to change or add to any of these Browser Terms and such changes will apply as soon as they are made.

7. USE OF OUR WEBSITE

- 7.1. You may not:
 - 7.1.1. distribute any content from our Website without our prior consent;
 - 7.1.2. use any technology, including but not limited to crawlers and spiders, to search our Website or obtain information from the same;
 - 7.1.3. copy our Website or any source code or pages;
 - 7.1.4. post any defamatory or illegal content;
 - 7.1.5. link to our Website in a manner other than through the homepage; or
 - 7.1.6. deep-link to any other pages in a way that would suggest that you own the intellectual property that belongs to us.

8. INTELLECTUAL PROPERTY

- 8.1. You acknowledge and agree that all right, title and interest in, and to, any of our intellectual property (including but not limited to any copyright, trademark, design, logo, process, practice, source code, or methodology which forms part of, or is displayed or used on the Website or any Goods sold by us, including, without limitation, any graphics, logos, designs text, button icons, images, audio clips, digital

downloads, data compilations, mobile applications, page headers and software) is proprietary to us and will remain ours at all times.

8.2. You agree that you will not acquire any rights of any nature in respect of our intellectual property by using our Website.

9. LIMITED LIABILITY

For purposes of clarity:

9.1. we will not be liable to you for any loss caused using our Website or your liability to any third party arising from those subjects. This includes:

9.1.1. any interruption, malfunction, downtime, off-line situation or other failure of the Website, system, databases or any of its components;

9.1.2. any loss or damage regarding your data or other data directly or indirectly caused by a malfunction of the Website; and

9.1.3. any third-party systems whatsoever, power failures, unlawful access to or theft of data, computer viruses or destructive code on the Website and/or third-party systems or programming defects;

10. INDEMNITY

You shall indemnify, defend and hold us (including our DDistro Drivers, shareholders, directors and employees, in whose favour this constitutes a stipulation capable of acceptance in writing at any time), our affiliates and their employees and suppliers harmless from any and all third party claims, any, actions, suits, proceedings, penalties, judgments, disbursements, fines, costs, expenses, damages (including, without limitation, indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind) and liabilities, including reasonable attorneys' fees, whether directly or indirectly arising out of, relating to, or resulting from the negligence, breach of these Browser Terms or violation of applicable law, rule, regulation by a party or its affiliates, or their respective owners, officers, directors, employees, or representatives.

11. GOVERNING LAW AND DISPUTE RESOLUTION

11.1. The content of these Browser Terms is governed by South African law, including the Website and any interaction you may have with the Website regardless of what

country you are based in, or the country where you access the Website or the country where you receive or use our services.

11.2. If we ever have a dispute, then you agree that the Magistrates Court of Cape Town will have sole jurisdiction to consider our dispute, applying these Terms and South African law.

12. CONTACT INFORMATION

12.1. Please email us at info@lizelm.co.za for any enquiries about our Website and Lizelm Trading.

13. DISCLOSURE IN TERMS OF SECTION 43 OF ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT, 25 OF 2002

13.1. Site owner: Lizelm Trading (Pty) Ltd, Registration Number 2023/648683/07;

13.2. Legal status: Lizelm Trading (Pty) Ltd is a South African private limited liability company.

13.3. Description of our main business: Online retailer

13.4. Email address: info@lizelm.co.za

13.5. Website address: www.lizelm.co.za

13.6. Registered address: Unit 31, The Old Timber Yard, 7th Avenue, Maitland, Cape Town, 7441